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EXAMINER

VAN HANDEL, MICHAEL P

ART UNIT

PAPER NUMBER

2623

DATE MAILED: 09/21/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/445,268

Applicant(s)

SCHNEIDEWEND ET AL.

Examiner

Michael Van Handel

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– The MAILING DATE of this communication appears on the cover sheet with the correspondence address –

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 10 July 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 16-25 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 16-25 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- ☐ Notice of References Cited (PTO-892)
- ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- ☐ Notice of Informal Patent Application
- ☐ Other: _____

DETAILED ACTION

Response to Amendment

1. This action is responsive to an Amendment filed 7/10/2006. Claims **16-25** are pending. Claims **16, 17** are amended. Claims **1-15** are canceled. Claims **18-25** are new.

Response to Arguments

1. Applicant's arguments regarding claims **16-18, 20, 22, and 24**, filed 7/10/2006, have been fully considered, but they are not persuasive.

Regarding claim **16**, the applicant argues that LaJoie et al. fails to teach or suggest automatically removing a program from a first list of programs scheduled for recording in response to user removal of the program from a second list of programs selected for purchase. The examiner respectfully disagrees. LaJoie et al. discloses a list of VCR timers. The user can access the VCR timers list by pressing the right arrow key 128 or the select key 136 with the VCR timers setting 256 highlighted in the general settings menu 254 (col. 20, l. 53-62 & Figs. 10, 11). The user can also cancel VCR timers from the VCR timers list by pressing "C" application definable key 252 (col. 21, l. 22-29). LaJoie et al. also discloses a list of Impulse Pay-Per-View (IPPV) purchases. When the user highlights the IPPV Purchases setting 286 in the general settings menu, a summary indicator 288 is displayed in the right half 248 of the general settings menu. Indicator 288 indicates the number of past and pending IPPV purchases. Pressing right arrow key 128 or select key 136 causes summary indicator 288 to be replaced by a list 290 of past and pending purchases as shown in general settings menu 292. A pending

purchase can be removed from list 290 by pressing stop key 282 with a particular purchase highlighted (col. 22, l. 15-36 & Fig. 13). Thus, LaJoie et al. discloses a list of programs scheduled for recording and a list of programs scheduled for purchase. Additionally, LaJoie et al. discloses an all timers setting of the general settings menu. Selecting the all timers setting 323 within the general settings menu 322 causes a list 325 of all active timers in the set-top terminal 6 to be displayed (col. 22, l. 47-52 & Fig. 14). Pressing stop key 282 with any timer highlighted causes that timer to be canceled and accordingly removed from the all timers list 325 (col. 22, l. 52-56). LaJoie et al. further discloses that a user can select a program for purchasing and recording, thereby setting PPV and recording timers (for example, the top listing in the all timers menu)(Fig. 14). Since LaJoie et al. specifically states that the all timers list displays each active timer in the set-top terminal, the examiner notes in removing a program scheduled for purchasing and recording (top listing in the all timers menu) from the all timers list, it would be counterintuitive to maintain the program in the list of programs scheduled for purchasing and/or list of programs scheduled for recording. Continuing to display a program in either the purchase list or record list after the active purchase and record timers are removed from the program through the all timers list would cause the purchase and/or record list to present false information to the user. The applicant argues that LaJoie et al. fails to even recognize the specific problems addressed by the applicant; however, the examiner notes that LaJoie et al. recognizes that certain conflicts may arise in the use of multiple timers. Upon modifying a timer setting's contents, set-top terminal 6 checks to verify that there are no conflicts created by the modified setting. Conflicts can arise when there are overlapping timers, unusual settings, etc. (col. 21, l. 30-42). For example, if two recording timers partially overlap, the system is capable of resolving the

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conflict by overwriting the old setting with the new setting (col. 21, l. 65-67). Thus, the examiner maintains that it would have been obvious to one of ordinary skill in the art at the time that the invention was made to remove a scheduled event from a list in response to removing the event from a list of all scheduled events in order to avoid confusing a user.

Regarding claim 17, the applicant argues that LaJoie et al. fails to teach or suggest a method in which an on screen display option is provided so that a user is afforded an opportunity to cancel the purchase of a program in response to canceling a scheduled recording of the program. The examiner respectfully disagrees. The examiner notes that the arguments made with respect to claim 16 above are also applicable to claim 17. Additionally, LaJoie et al. discloses displaying interactive warning windows when timer conflicts arise. For example, upon pressing select key 136 from the general settings menu 268 when attempting to record an IPPV event, set-top terminal 6 will display an interactive warning window 270 alerting the user that the IPPV event sought to be recorded has not been purchased. Interactive warning window 270 then allows the user to press "B" or "C" application definable keys 252 in order to either buy the IPPV event or cancel the warning (col. 21, l. 42-49). An interactive warning window is also displayed when there is an attempt to record two different programs at overlapping times. From this window 272, the user has the ability to either keep both settings and apply logic to resolve the conflict as shown in menu 274, resolve the conflict by overwriting the old setting with the new setting, or to retain the old setting (col. 21, l. 52-67 & col. 22, l. 1-5). The applicant argues that LaJoie et al. fails to teach or suggest a method for coordinating purchases and recordings defined by claim 17. The applicant further argues that the examiner's reference to the conflict checking feature of LaJoie et al. is misplaced with respect to claim 17, since the method defined

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by claim 17 would not necessarily create a conflict. The examiner respectfully disagrees. LaJoie et al. discloses that a PPV program can be scheduled for purchasing and recording or simply for purchasing (top listing and third listing from bottom, respectively)(Fig. 14). Since a PPV timer and a record timer is set for a program to be purchased and recording, canceling a program scheduled for purchasing and recording in the all timers listing would result in an unusual scenario, because two timers would be affected. LaJoie et al. discloses solving such conflicts through the use of interactive warning windows, as noted above. Since LaJoie et al. teaches resolving conflicts between two timers through the use of interactive warning windows, the examiner maintains that it would have been obvious to one of ordinary skill in the art at the time that the invention was made to use a conflict checking feature to allow a user the options of either purchasing and viewing a program or canceling the program from the all timers list in order to provide a more user-friendly interface.

The examiner notes that the arguments presented with regard to claim 16 similarly apply to claims **18** and **22**.

The examiner notes that the arguments presented with regard to claim 17 similarly apply to claims **20** and **24**.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

3. Claims **18-21** have been added by the aforementioned amendment.

These claims define applicant's invention in a "means plus function" format, each reciting a "mean for" followed by functional language, and not limited by structure. Thus, "means plus function" is automatically invoked (*In re Donaldson Co.*, 16 F.3d 1189, 29 USPQ2d 1845 (Fed. Cir. 1994); Refer to MPEP 2181).

However, in order to invoke mean plus function, the 35 U.S.C. 112, second paragraph requirements must be met (MPEP 2181, PROCEDURES FOR DETERMINING WHETHER THE WRITTEN DESCRIPTION ADEQUATELY DESCRIBES THE CORRESPONDING STRUCTURE, MATERIAL, OR ACTS NECESSARY TO SUPPORT A CLAIM LIMITATION, WHICH INVOKES 35 U.S.C. 112, SIXTH PARAGRAPH). The MPEP (2181) states, and supports with the applicable law, the following: "If a claim limitation invokes 35 U.S.C. 112, sixth paragraph, it must be interpreted to cover the corresponding structure, materials, or acts in the specification and "equivalents thereof." See 35 U.S.C. 112, sixth paragraph. See also *B. Braun Medical, Inc. v. Abbott Lab.*, 124 F.3d 1419, 1424, 43 USPQ2d 1896, 1899 (Fed. Cir.1997). If the written description fails to set forth the supporting structure, material or acts corresponding to the means- or step- plus-function, the claim may not meet the requirement of 35 U.S.C. 112, second paragraph:

Although 35 U.S.C. 112, sixth paragraph statutorily provides that one may use means-plus-function language in a claim, one is still subject to the requirement that a claim particularly point out and distinctly claim the invention. Therefore, if one employs means-plus-function language in a claim, one must set forth in the specification an adequate disclosure showing what is meant by that language. If an applicant fails to set forth an adequate disclosure, the applicant

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has in effect failed to particularly point out and distinctly claim the invention as required by 35 U.S.C. 112, second paragraph.

See Donaldson, 16 F.3d at 1195, 29 USPQ2d at 1850; see also B. Braun Medical, 124 F.3d at 1425, 43 USPQ2d at 1900; and In re Dossel, 115 F.3d 942,946, 42 USPQ2d 1881, 1884-85 (Fed. Cir. 1997)." And "Therefore, a means-(or step-) plus-function claim limitation satisfies 35 U.S.C. 112, second paragraph if: (A) the written description links or associates particular structure, materials, or acts to the function recited in a means- (or step-) plus-function claim limitation; or (B) it is clear based on the facts of the application that one skilled in the art would have known what structure, materials, or acts perform the function recited in a means-(or step-) plus-function limitation."

Upon reviewing applicant's original disclosure (i.e., specification, claims), it is the examiner's conclusion that the written description does not link or associate particular structure to the function recited in the means-plus-function claim limitations, and it is not clear based on the facts of the application that one skilled in the art would have known what structure or materials perform the function recited in a means-plus-function limitation".

For example, claim 18 recites, "first means for receiving....list of programs purchased" and "second means for determining...appears on said first list;" however, the specification only refers to an Advanced RISC Microprocessor (ARM) 315 for performing these functions, but not a specific technique or procedure used to achieve the result. The specification fails to provide any specifics regarding a structure with a specific technique or procedure for a "first means for receiving....list of programs purchased" and "second means for determining...appears on said first list." As regards these functions, the majority of the specification recites a method, and the steps performed by the method. For example, the specification states that "...included on the screen 1200 is the option of 'Cancel Purchase' 1201. If the user highlights this option ... the

program of Fig. 8 will then proceed to check whether this purchased program has an associated timer for, for example, recording this program, at step 809. If there is a timer associated with this program, then the timer will also be cleared automatically as shown at step 811” (p. 30, l. 17-25). The specification does not describe the specific structure of the apparatus used to perform this functionality.

Additionally, claim 20 recites “first means for receiving a user command” and “second means for removing said program...also a purchased program;” however, however, the specification only refers to an Advanced RISC Microprocessor (ARM) 315 for performing these functions, but not a specific technique or procedure used to achieve the result. The specification fails to provide any specifics regarding a structure with a specific technique or procedure for a “first means for receiving a user command” and “second means for removing said program...also a purchased program.” As regards these functions, the majority of the specification recites a method, and the steps performed by the method. For example, the specification states that “the user can select to clear a timer by first choosing the timer to be cleared, for example, timer 2, as shown in Fig. 11 and then by highlighting ‘Clear Timer 2’ 1183 using user control unit 314. Once ‘Clear Timer 2’ 1183 is selected, the program shown in Fig. 7 will first determine whether this selected timer 2 is related to a purchased event, as indicated by whether the variable PURCH_FLAG is set to 1, shown at step 701. If this timer is related...then the ARM microprocessor 315 will cause an exemplary display screen 1200 as shown in Fig. 12 to be displayed...Included on the screen is the option of ‘Cancel Purchase’ 1201. If the user highlights this option as shown at step 705, this purchase will be canceled, as shown at step 707. The program will then proceed to clear timer 2...then proceeds to set PURCH_FLAG to 0, since

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this program is no longer being purchased” (p. 29, l. 18-29 & p. 30, l. 1-7). The specification does not describe the specific structure of the apparatus used to perform this functionality.

Claims **19** and **21** are rejected under 35 U.S.C. 112, second paragraph, as being dependent on claims 18 and 20, respectively.

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims **16-18, 20, 22, 24** are rejected under 35 U.S.C. 103(a) as being unpatentable over LaJoie et al.

Referring to claim **16**, LaJoie et al. discloses a method for processing a plurality of programs, comprising:

- receiving a first user input selecting a first program for removal from a first list representing a list of programs scheduled for recording (removing a program scheduled only for recording from the all timers list would remove it from the VCR timers list)(col. 22, l. 47-56 & Fig. 14);
- receiving a second user input selecting a second program for removal from a second list representing a list of programs purchased (col. 22, l. 47-56 & Fig. 14);

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LaJoie et al. does not specifically disclose determining whether said second program also appears on said first list responsive to said second user input and removing, automatically, said second program from said first list if said second program appears on said first list; however, the examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). Thus, in canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording. Removing a program scheduled for purchasing and recording from the all timers list, but not from the list of PPV purchases or VCR timers would cause the PPV purchases and VCR timers lists to present false information to the user. Therefore, it would have been obvious to one of ordinary skill in the art at the time that the invention was made to remove a scheduled event from a list in response to removing the event from a list of all scheduled events, in order to avoid confusing a user.

Referring to claim 17, LaJoie et al. discloses a method for processing a program, comprising:

- removing, in response to a user command, said program from a first list of programs representing programs scheduled for recording (removing a program scheduled only for recording from the all timers list would remove it from the VCR timers list)(col. 22, l. 47-56 & Fig. 14);

LaJoie et al. does not specifically disclose determining, in response to said user command, whether said program is also a purchased program; enabling an on screen display including an

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option to cancel the purchase of said program if it is determined that said program is also a purchased program; and removing said program from a second list of programs representing purchased programs; however the examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). In canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording and would no longer appear on any timer list. LaJoie et al. also suggests the use of conflict checking features in verifying that there are no conflicts created by a modified setting (for example, when there are overlapping timers)(col. 21, l. 30-35). LaJoie et al. specifically states the example of a warning screen that alerts the user when trying to record an IPPV program and provides the user with the option of purchasing the program or canceling the warning (col. 21, l. 42-49). LaJoie et al. further illustrates that programs can be selected for purchasing and viewing or purchasing and recording (indicated by REC and PPV or the timer icon and PPV)(Fig. 14). Since a program can be scheduled for purchasing and recording or purchasing and viewing, it would have been obvious to one of ordinary skill in the art at the time that the invention was made to use a conflict checking feature to allow a user the options of either purchasing and viewing the program or canceling the program from all timers in order to provide a more user-friendly interface.

Referring to claim 18, LaJoie et al. discloses an apparatus for processing a program, comprising first means for receiving a first user input selecting a first program for removal from a first list representing a list of programs scheduled for recording (removing a program scheduled

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only for recording from the all timers list would remove it from the VCR timers list)(col. 22, l. 47-56 & Fig. 14), and for receiving a second user input selecting a second program for removal from a second list representing a list of programs purchased (col. 22, l. 47-56 & Fig. 14). LaJoie et al. does not specifically disclose a second means for determining whether said second program also appears on said first list responsive to said second user input; and removing, automatically, said second program from said first list if said second program appears on said first list; however, the examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). Thus, in canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording. Removing a program scheduled for purchasing and recording from the all timers list, but not from the list of PPV purchases or VCR timers would cause the PPV purchases and VCR timers lists to present false information to the user. Therefore, it would have been obvious to one of ordinary skill in the art at the time that the invention was made to remove a scheduled event from a list in response to removing the event from a list of all scheduled events, in order to avoid confusing a user.

Referring to claim 20, LaJoie et al. discloses an apparatus for processing a program, comprising:

- first means for receiving a user command (pressing the record key 472 with a program 474 highlighted causes a VCR timer to be set up for the highlighted program and further causes the program to be added to the VCR timers in the

- general settings menu 480 and added to the all timers setting in the general settings menu)(col. 22, l. 47-52; col. 29, l. 5-16; Fig. 14; & Fig. 24); and
- second means for removing said program from a first list of programs representing programs scheduled for recording responsive to said user command (removing a program scheduled only for recording from the all timers list would remove it from the VCR timers list)(col. 22, l. 47-56 & Fig. 14).

LaJoie et al. does not specifically disclose said second means determining whether said program is also a purchased program responsive to said user command; enabling an on screen display including an option to cancel the purchase of said program if it is determined that said program is also a purchased program; wherein said program is removed from a second list of programs representing purchased programs responsive to user selection of said option; however, the examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). In canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording and would no longer appear on any timer list. LaJoie et al. also suggests the use of conflict checking features in verifying that there are no conflicts created by a modified setting (for example, when there are overlapping timers)(col. 21, l. 30-35). LaJoie et al. specifically states example of a warning screen that alerts the user when trying to record an IPPV program and provides the user with the option of purchasing the program or canceling the warning (col. 21, l. 42-49). LaJoie et al. further illustrates that programs can be selected for purchasing and

viewing or purchasing and recording (indicated by REC and PPV or the timer icon and PPV)(Fig. 14). Since a program scheduled for purchasing and recording could also be scheduled for purchasing and viewing, it would have been obvious to one of ordinary skill in the art at the time that the invention was made to use a conflict checking feature to allow a user the options of either purchasing and viewing the program or canceling the program from all timers in order to provide a more user-friendly interface.

Referring to claim 22, LaJoie et al. discloses an apparatus for processing a program, comprising a receiver operative to receive a first user input selecting a first program for removal from a first list representing a list of programs scheduled for recording (removing a program scheduled only for recording from the all timers list would remove it from the VCR timers list)(col. 22, l. 47-56 & Fig. 14), and to receive a second user input selecting a second program for removal from a second list representing a list of programs purchased (col. 22, l. 47-56 & Fig. 14). LaJoie et al. does not specifically disclose a processor operative to determine whether said second program also appears on said first list responsive to said second user input; and to automatically remove said second program from said first list if said second program appears on said first list; however, the examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). Thus, in canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording. Removing a program scheduled for purchasing and recording from the all timers list, but not from the list of PPV purchases or VCR

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timers would cause the PPV purchases and VCR timers lists to present false information to the user. Therefore, it would have been obvious to one of ordinary skill in the art at the time that the invention was made to remove a scheduled event from a list in response to removing the event from a list of all scheduled events, in order to avoid confusing a user.

Referring to claim 24, LaJoie et al. discloses an apparatus for processing a program, comprising:

- a receiver operative to receive a user command (pressing the record key 472 with a program 474 highlighted causes a VCR timer to be set up for the highlighted program and further causes the program to be added to the VCR timers in the general settings menu 480 and added to the all timers setting in the general settings menu)(col. 22, l. 47-52; col. 29, l. 5-16; Fig. 14; & Fig. 24); and
- a processor operative to remove said program from a first list of programs representing programs scheduled for recording responsive to said user command (removing a program scheduled only for recording from the all timers list would remove it from the VCR timers list)(col. 22, l. 47-56 & Fig. 14).

LaJoie et al. does not specifically disclose said processor being further operative to determine whether said program is also a purchased program responsive to said user command; and to enable an on screen display including an option to cancel the purchase of said program if it is determined that said program is also a purchased program; wherein said program is removed from a second list of programs representing purchased programs responsive to user selection of said option; however, the examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR

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timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). In canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording and would no longer appear on any timer list. LaJoie et al. also suggests the use of conflict checking features in verifying that there are no conflicts created by a modified setting (for example, when there are overlapping timers)(col. 21, l. 30-35). LaJoie et al. specifically states example of a warning screen that alerts the user when trying to record an IPPV program and provides the user with the option of purchasing the program or canceling the warning (col. 21, l. 42-49). LaJoie et al. further illustrates that programs can be selected for purchasing and viewing or purchasing and recording (indicated by REC and PPV or the timer icon and PPV)(Fig. 14). Since a program scheduled for purchasing and recording could also be scheduled for purchasing and viewing, it would have been obvious to one of ordinary skill in the art at the time that the invention was made to use a conflict checking feature to allow a user the options of either purchasing and viewing the program or canceling the program from all timers in order to provide a more user-friendly interface.

3. Claims **19, 21, 23, 25** are rejected under 35 U.S.C. 103(a) as being unpatentable over LaJoie et al. in view of the RCA DRD202RA Owner's Manual.

Referring to claims **19, 21, 23, and 25**, LaJoie et al. teaches the apparatus of claims 18, 20, 22, and 24, respectively. LaJoie et al. also discloses a process for purchasing an Impulse-Pay-Per-View (IPPV) event (col. 31, l. 33-49 & Fig. 29). Buying an IPPV event causes the program to be added to the PPV purchases in the general settings menu (col. 22, l. 16-25 & Fig.

13). LaJoie et al. further discloses a conflict checking feature. If a user attempts to record an IPPV event, an interactive warning window 270 is displayed alerting the user that the IPPV event sought to be recorded has not been purchased, then allows the user to press “B” application definable key 252 to buy the event (col. 21, l. 42-49 & Fig. 12). LaJoie et al. still further discloses an all timers setting of the general settings menu in which it is clearly shown that programs can be scheduled for future recording, purchasing, or both purchasing and recording (col. 22, l. 47-52 & Fig. 14). LaJoie et al. does not teach that said second means enables display of an on screen user option indicating that a user can both purchase and record a selected program so that said user does not have to select one of purchase and record user options and then select the other user option to purchase and record said selected program. RCA DRD202RA Owner’s Manual discloses a Buy and Record Option (Buy and Record Option p. 29). It would have been obvious to one of ordinary skill in the art at the time that the invention was made to replace the conflict checking functionality of recording an IPPV program of LaJoie et al. with a Buy and Record Option, such as that taught by the RCA DRD202RA Owner’s Manual in order to provide a more user-friendly interface.

Conclusion

3. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after

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the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Michael Van Handel whose telephone number is 571.272.5968. The examiner can normally be reached on Monday-Friday, 8:00am-5:30pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Chris Kelley can be reached on 571.272.7331. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Michael Van Handel
Examiner
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MVH

A handwritten signature in black ink, appearing to read 'Chris Grant', is positioned above the printed name.

**CHRISTOPHER GRANT
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 2600**